

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**IN RE: Charles D. Gaskell**

Debtor

**CHAPTER 13**

**Nationstar Mortgage LLC**

Movant

**NO. 16-16914 JK**

**vs.**

**Charles D. Gaskell**

Debtor

**11 U.S.C. Section 362**

**Mary Ellen Gaskell**

Co-Debtor

**Frederick L. Reigle**

Trustee

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$11,819.62**, which breaks down as follows;

<b>Post-Petition Payments:</b>	<b>September 1, 2017 at \$1,495.65/month</b>
	<b>October 1, 2017 to May 1, 2018 at \$1,471.79/month</b>
<b>Less Suspense Balance:</b>	<b>\$1,450.35</b>
<b>Total Post-Petition Arrears</b>	<b>\$11,819.62</b>

2. The Debtor shall cure said arrearages in the following manner:

a). By June 15, 2018, Debtor shall make a payment in the amount of **\$11,819.62** to cure the post-petition arrears;

3. Beginning with the payment due June 1, 2018 and continuing thereafter, Debtor shall pay to Movant the present regular monthly mortgage payment of **\$1,471.79** (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month).

4. Should Debtor provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.

5. In the event the payment under Section 3 above is not tendered pursuant to the terms of this Stipulation, Movant shall file a Praeclipe to Re-List the Motion for Relief for argument.

6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

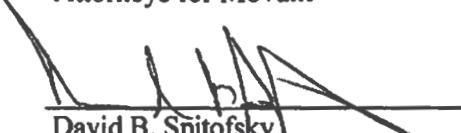
9. The parties agree that a facsimile signature shall be considered an original signature.

Date: May 9, 2018

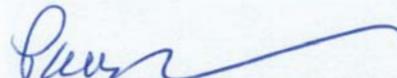
By: /s/ Kevin G. McDonald, Esquire

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Attorneys for Movant

Date: 5/18/18

  
David B. Spitofsky  
Attorney for Debtor(s)

Date: 5/21/18

  
Frederick L. Reigle  
Chapter 13 Trustee

Approved and ~~SO ORDERED~~ by the Court this 23rd day of May, 2018.  
However, the court retains discretion regarding entry of any further order.

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**Hon. Jean K. FitzSimon  
United States Bankruptcy Judge**